REMARKS

By this amendment, claim 22 is revised and arguments are set forth to place this application in condition for allowance.

First, the informality in claim 22 is corrected.

Second, Applicants submit that the use of the term "configured" does not render the claims indefiniteness and is not an improper term on its face. The section of the MPEP cited by the Examiner merely indicates that the use of terms like "adapted to" means that there may be a question raised concerning the claim meaning. In the instant case, the use of "configured to" in the claims does not make the claims improper. Instead, this term further defines the claim terminology and is proper in the present context.

Lastly, and in response to the Office Action dated February 17, 2010, Applicants request reconsideration of the final rejection. The grounds for the request is that the Examiner has committed error in interpreting the teachings of the prior art.

In review, certain claims are rejected under 35 U.S.C. § 103(a) based on the combination of previously-cited Jones and newly-cited United States Patent No. 6,002,771 to Nielsen. Nielsen is cited to address the encryption aspect of the claims. Regardless of whether Nielsen is properly combined with Jones, Jones still fails to teach all of the other claim limitations so that a *prima facie* case of obviousness does not exist. United States Patent No. 5,931,905 to Hashimoto et al. (Hashimoto) is also cited to reject claim 34.

Critical to the rejection is the Examiner's interpretation that Jones teaches the limitation in claim 22 relating to

said coupon indirect information in the service additional information including said coupon while the coupon is encrypted to be incapable of use, the coupon indirect information corresponding to a predetermined operation for allowing use of the coupon indirect information and being incapable of use alone for issuing said coupon;

a decoding unit configured not to decode said coupon indirect information without any performance of the predetermined operation corresponding to the coupon indirect information and configured to, upon performance of the predetermined operation corresponding to the coupon indirect information, decode said coupon indirect information so as to issue the coupon which is decrypted to be capable of use

More particularly, the Examiner asserts that in col. 3, lines 31-41, Jones teaches "generating a token/coupon using the retrieved token/coupon information only within the available window. It means that the information of coupon is indirect or incapable of use when it is not within the available window)."

Reviewing Col. 3, lines 31-41 of Jones, it discloses the following information:

If the viewer actuates an input device, such as a button on a television remote control, the subscriber unit searches the token information corresponding to the token identifier it receives on the television channel that the viewer is watching. The subscriber unit then generates a token bearing the token information. (emphasis added)

That is, the underlined portion clearly shows that the subscriber unit normally generates a token without any performance of predetermined operations corresponding to the token information.

In other words, the underlined portion clearly shows that the token information is capable of use alone for issuing a token.

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In contrast, claim 22 is specially configured such that:

a decoding unit configured not to decode said coupon indirect information without any performance of the predetermined operation corresponding to the coupon indirect information, and
the coupon indirect information corresponds to a predetermined operation for allowing use of the coupon indirect information and is incapable of use alone for issuing said coupon.

Thus, the descriptions disclosed in Col. 3, lines 31-41 of Jones would be clearly inconsistent with the special configuration of claim 22.

Regarding this point, the Examiner alleges that Col. 3 lines 37 to 41 discloses that the subscriber unit will only respond to the viewer's request to generate a token if the request occurs within the availability window because that is the only time during which the token information is transmitted on the data channel. However, Col. 3, lines 37 to 41, does not describe that "the subscriber unit must only respond to the viewer's request to generate a token if the request occurs within the availability window", but "the subscriber unit will only respond to the viewer's request to generate a token if the request occurs within the availability window". Thus, even if a skilled person in the art understands Jones, it would be difficult for the skilled person to recognize that the subscriber must only respond to the viewer's request to generate a token if the request occurs within the availability window. In other words, if Jones was intended to give, to the descriptions in Col. 3 lines 37 to 41, the meaning "the subscriber unit cannot respond to the viewer's request to generate a token unless the request occurs within the availability window", Jones would describe this concept in such fashion or another. No such description is found in Jones.

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Put another way, the Examiner is trying to say that the availability of the window for the token generation is tantamount to the claim limitation concerning decoding the coupon indirect information upon performance of the predetermined operation corresponding to the coupon indirect information. However, Jones merely teaches when the token is generated, i.e., within the availability window, based on the viewer actuating an input device. This cannot be construed as a precondition to the token generation since Jones does not make any express requirement or condition in this regard. If it were true that the window availability was a prerequisite to the token generation or a predetermined operation, Jones would say so. The Examiner is attributing a requirement to the token generation that is not found in Jones and it is error to make this interpretation of the teachings of Jones.

The coupon indirect information, according to claim 22, corresponds to a predetermined operation. The Examiner is saying that the existence of a window of availability is the same as a predetermined operation. This is also a misreading of Jones since it is not reasonable to call the window of availability a predetermined operation as the claim requires.

It follows from the above that Jones fails to disclose or suggest the specific configuration of claim 22, and therefore, claim 22 is unanticipated and unobvious from Jones.

Nielsen and Hashimoto do not remedy the failing in Jones so that even if Jones were modified according to the teachings of Nielsen and Hashimoto, a *prima facie* case of obviousness would still not exist with respect to claim 22.

The remaining claims dependent on claim 22 are in condition for allowance at least by virtue of their dependent on claim 22 summarized above.

Accordingly, it is respectfully submitted that all pending claims are in condition for allowance.

The above constitutes a complete response to all issues raised in the Office Action dated February 17, 2010.
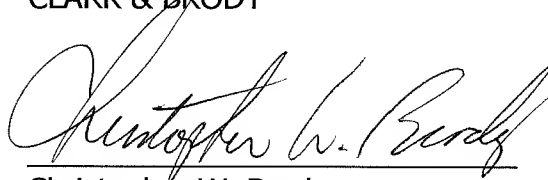
If the Examiner believes that an interview would be helpful in expediting the allowance of this application, the Examiner is requested to telephone the undersigned at 202-835-1753.

Again, reconsideration and allowance of this application is respectfully requested.

Applicants respectfully submit that there is no fee required for this submission.

However, please charge any fee deficiency or credit any overpayment to Deposit

Account No. 50-1088.

Respectfully submitted,
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